



CSX RAIL TRANSPORT

Law Department

500 Water Street
Speed Code J-150
Jacksonville, FL 32202
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Writer's direct telephone line:

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June 18, 1990

0-171A053

RECORDATION NO. 114634 FILED 1023

JUN 20 1990 -3 25 PM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
12th & Constitution, NW
Washington, D.C. 20423

Dear Secretary:

I have enclosed four counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Supplemental Agreement dated as of June 1, 1990, a secondary document. The primary document to which this Agreement is connected is recorded under Recordation No. 11463.

The names and addresses of the parties to this Agreement are as follows:

Mercantile-Safe Deposit
and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21201

CSX Transportation, Inc.
(successor to Louisville and Nashville
Railroad Company)
500 Water Street
Jacksonville, Florida 32202

RECORDED
JUN 20 3 27 PM '90
UNIT 1023

A fee check in the amount of \$15.00 is also enclosed. Please return all counterparts not required by the Commission for recordation to the undersigned.

- 2 -

A short summary of the document to appear in the index follows:

Addition of 4 3,000 HP Model SD40-2 diesel-electric locomotives bearing road number CSXT 8174-8177.

Very truly yours,

David M. Yearwood
David M. Yearwood
Senior Counsel

DMY:phd\6Y1

Interstate Commerce Commission
Washington, D.C. 20423

6/28/90

OFFICE OF THE SECRETARY

David M. Yearwood
Senior Council
CSX Transportation Inc
500 Water Street
Speed Code J-150
Jacksonville, Florida 32202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/20/90 at 3:35pm, and assigned recordation number(s). 11463-A

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

JUN 20 1990 -3 35 PM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of June 1, 1990, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, as Trustee (the "Trustee") under Louisville and Nashville Railroad Equipment Trust, Series 10, dated as of February 1, 1980 (the "Equipment Trust Agreement"), and CSX TRANSPORTATION, INC. (successor to Louisville and Nashville Railroad Company), a corporation duly organized and existing under the laws of the Commonwealth of Virginia (the "Railroad").

WITNESSETH:

WHEREAS, by the Equipment Trust Agreement, there was leased to the Railroad certain railroad equipment as more fully described in the Equipment Trust Agreement; and

WHEREAS, the Equipment Trust Agreement was, in accordance with the provisions thereof, filed and recorded with the Interstate Commerce Commission on February 1, 1980 and assigned Recordation No. 11463; and

WHEREAS, there is now on deposit with the Trustee the sum of \$1,265,633.10 and the Railroad has and does hereby request the Trustee to acquire with such funds so on deposit and deliver to it under the Equipment Trust Agreement four 3,000 H.P. EMD Model SD40-2 diesel-electric locomotives bearing the Railroad's road numbers 8174 through 8177, inclusive.

NOW, THEREFORE, the Railroad does hereby agree to sell, assign, transfer and set over unto the Trustee, subject to the terms of the Equipment Trust Agreement, four 3,000 H.P. EMD Model

SD40-2 diesel-electric locomotives bearing the Railroad's road numbers 8174 through 8177, inclusive, having a unit Fair Value of \$334,484.29 and an aggregate Fair Value as of the date hereof of \$1,337,937.16.

The Equipment Trust Agreement is hereby amended to include said additional equipment as Trust Equipment under the terms of the Equipment Trust Agreement.

The Trustee does hereby agree to lease said equipment to the Railroad under and subject to the terms of the Equipment Trust Agreement.

The Railroad agrees to accept and hold said equipment under and subject to the terms of the Equipment Trust Agreement, and to be bound by and to perform, with respect to said equipment, all of the applicable covenants of said Equipment Trust Agreement.

The Railroad agrees to furnish, or waive the payment of, any additional funds which may be required for the Trustee to acquire the additional equipment described herein from the funds now on deposit.

The Railroad will cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, and will furnish to the Trustee certificates or other evidence satisfactory to the Trustee of such filing and recording.

This Supplemental Agreement may be simultaneously executed in two or more counterparts, each of which so executed

shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of said Equipment Trust Agreement, and the Railroad, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

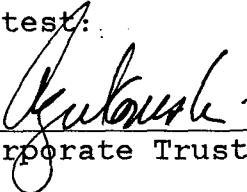
Trustee

By


Vice President

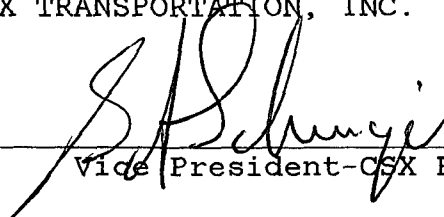
(Corporate Seal)

Attest:


Corporate Trust Officer

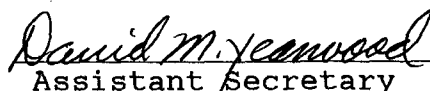
CSX TRANSPORTATION, INC.

By


Vice President-CSX Rail Transport

(Corporate Seal)

Attest:


Assistant Secretary

STATE OF MARYLAND)
)
CITY OF BALTIMORE) SS:

On this 12th day of June, 1990, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is a Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


[Signature]
Notary Public

(Notarial Seal)

My Commission expires July 1, 1990.

STATE OF FLORIDA)
)
COUNTY OF DUVAL) SS:

On this 8 day of June, 1990, before me personally appeared B. A. Schwinger, to me personally known, who, being by me duly sworn, says that he is a Vice President-CSX Rail Transport of CSX Transportation, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature: Cathy R. Hudson]
Notary Public

(Notarial Seal)

My Commission expires _____.

NOTARY PUBLIC
MY COMMISSION EXPIRES
JUNE 30, 1991

